
AGREEMENT

BETWEEN

FAR NORTHERN REGIONAL CENTER

AND

SERVICE EMPLOYEES INTERNATIONAL UNION,

LOCAL 1021

November 1, 2018

through

October 31, 2021

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AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019, by and between Far Northern Coordinating Council on Developmental Disabilities d/b/a Far Northern Regional Center (“Employer” or “Regional Center”) and Service Employees International Union, Local 1021 (“Union”).

ARTICLE I - RECOGNITION

A. Scope of Bargaining Unit.

Pursuant to the certification issued by the National Labor Relations Board in Case No. 20-RC-17153, the Employer recognizes the Union as the exclusive collective bargaining representative of the employees in the following bargaining unit:

1. Included: All full-time and regular part-time professional employees employed by the Employer whose classifications are listed in Appendix A, and all full-time and regular part-time non-professional employees employed by the Employer whose classifications are listed in Appendix B.

2. Excluded: All confidential employees, managers, guards and supervisors as defined in the National Labor Relations Act.

B. New Classifications.

In the event that the parties are unable to resolve through mutual agreement any dispute concerning the application of this Article to new classifications, such dispute may be submitted to the National Labor Relations Board for unit clarification.

ARTICLE II - EMPLOYEE DEFINITIONS

A. Full-Time Employees.

A full-time employee is defined as one who is regularly scheduled to work at least thirty-nine hours in a work week or seventy-eight hours in a two week pay period.

B. Regular Part-Time Employees.

A regular part-time employee is defined as one who is regularly scheduled to work less than thirty-nine hours in a work week or seventy-eight hours in a two week pay period.

C. Intermittent and Casual Employees.

Intermittent and casual employees are defined as those who (1) work on as-needed or irregular basis, or (2) are called for work when other employees are unavailable, or (3) accept work assignments subject to their own availability. Employees in this category shall not be subject to the provisions of this Agreement. Intermittent and casual employees will not be permitted to work more than two hundred and fifty hours in any three month period.

D. Temporary Employees.

Temporary employees are defined as individuals who are employed for specific events, occasions or projects, or whose employment is funded by a grant, or whose total employment is for a specific and limited period which is not expected to exceed nine months. Temporary employees may not become regular employees without being selected through the Employer's established recruitment and selection process. Temporary employees shall not be subject to the provisions of this Agreement.

E. Trainees.

Trainees are defined as individuals who are hired on a temporary basis to participate in a bona fide training program such as supported work, school work experience or internship, vocational rehabilitation or other similar activity where their on-the-job training experience is supplemented with education, guidance and/or relevant support from the program sponsor or, in the absence of a program sponsor, is part of an accredited educational program designed to prepare the trainee for employment in a career directly related to the training position. Trainees shall not be subject to the provisions of this Agreement.

F. Consultants.

Consultants are defined as individuals who perform services or provide client treatment at the Employer's facilities pursuant to a contractual agreement. Consultants shall not be subject to the provisions of this Agreement.

ARTICLE III - MANAGEMENT RIGHTS

The Employer retains, solely and exclusively, all the rights, powers and authority which it exercised or possessed prior to the execution of this Agreement, except as specifically abridged by an express provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following: To manage, direct and maintain the efficiency of its business and personnel; to manage and control its departments, buildings, facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge, and maintain the discipline and efficiency of its employees; to determine and recognize meritorious performance; to lay off employees; to establish work standards, schedules of operation and workloads; to specify or assign work requirements and require overtime, to assign work and decide which employees are qualified to perform work; to schedule and change working hours, shifts and days off; to adopt rules of conduct and safety rules, and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to determine the location and relocation of facilities; and to effect technological changes.

ARTICLE IV - UNION RIGHTS

A. Access for Union Representatives.

A duly authorized representative of the Union shall have access to non-working areas of the Employer's facilities at reasonable times when such access is necessitated by matters concerning the administration of this Agreement, provided that the Union staff representative shall give advance notice to the Employer's Executive Director or the Executive Director's designee as to the date and time of the visit. Such representative shall not interfere with the work of employees or the confidentiality of clients, and shall comply with all regulations applicable to visitors to the Employer's premises, including security regulations. If the representative wishes to meet with an employee or employees, such meeting shall be held on the employee's(s') non-work time such as the employee's(s') lunch periods and breaks. If such a meeting during non-work time is not feasible, the employee(s) shall be permitted, subject to client care requirements, to sign out for the duration of the meeting and the employee(s) shall not be paid for the time signed out.

B. Union Stewards.

The Employer agrees to recognize two Stewards and one alternate Steward in each office (Redding and Chico), duly appointed by the Union. A Steward shall suffer no loss of pay for working time spent in attendance at grievance meetings conducted pursuant to Article VI of this Agreement and meetings where a Steward's presence is requested by the Employer. Unless otherwise requested by the Employer, no more than one Steward may attend such meetings. All other Union business conducted by a Steward, including the receipt of complaints and investigation of grievances, shall be on non-work time such as lunch periods and breaks. If

it is not feasible to receive a complaint or investigate a grievance during non-work time, the Steward and the employee(s) involved shall be permitted, subject to client care requirements, to sign out for the duration of the meeting and the Steward and the employee(s) shall not be paid for the time signed out. The Union shall promptly notify the Employer of the name of the currently designated Stewards and any changes thereof. The Employer shall provide written notification to the Union of a newly hired bargaining unit employee no later than the employee's start date, including the employee's name, classification and start date. The Union will provide to the Employer a list of Stewards and Union officers which shall be provided to each newly hired bargaining unit employee on the employee's start date.

C. Bulletin Boards.

The Employer shall make available bulletin board space in a non-public location at each of the Employer's facilities for the posting of official notices of Union business. Employees shall also be entitled to use the Employer's e-mail for notification and communication regarding Union meetings.

D. Use of Facilities.

Upon request, the Employer's meeting room facilities may be made available during non-working hours for use by bargaining unit employees and the Union, provided that such facilities are available and that there would be no cost to the Employer. Application for use of such facilities shall be made to the Executive Director or the Executive Director's designee. The granting or denial of such requests, and any conditions placed upon such usage, shall be in the Employer's sole discretion.

E. Investigatory Interviews.

An employee shall, upon request, be entitled to the presence of a Steward or Union Field Representative at an investigatory interview conducted by representatives of the Employer, which such employee reasonably believes might result in disciplinary action against him or her.

ARTICLE V - WORK STOPPAGES

A. No Work Stoppages.

1. During the term of this Agreement neither the Union nor its agents or representatives, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sitdown, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with the movement or transportation of goods or persons to or from the Employer's premises.

2. The prohibitions of this Section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (ii) such conduct is in support of a work stoppage or picketing conducted by any other organization; or (iii) such conduct is in protest of an alleged violation of any state or federal law.

3. If any conduct prohibited by this Section occurs, the Union shall immediately take all steps necessary to terminate such conduct. If the Union takes all steps necessary to terminate conduct prohibited by this Section, and such conduct was not instigated,

encouraged or sanctioned by the Union or its agents, the Union shall not be liable for damages to the Employer caused by such activities.

B. Discipline.

Any employee who participates in any activity prohibited by Section A of this Article shall be subject to discharge or such lesser discipline as the Employer in its sole discretion shall determine.

C. Remedies for Breach.

The Employer and the Union shall be entitled to all appropriate remedies, including, but not limited to, injunctive relief and damages, if Sections A or D of this Article are violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedure.

D. No Lockouts.

There shall be no lockout of employees by the Employer during the term of this Agreement.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Definition.

A grievance is defined as any claim or dispute concerning the application, interpretation or alleged violation of a specific provision of this Agreement. Grievances shall be

processed in accordance with the procedure set forth in Section B of this Article, except that grievances relating to suspension, layoff or discharge shall commence at Step 3, as set forth below.

B. Procedure.

Step 1: A grievance must be presented orally to the employee's immediate supervisor (or next level above, if the immediate supervisor is not available within the time prescribed) in an effort to resolve the grievance informally. Such oral presentation must occur within fourteen calendar days after the occurrence upon which the grievance is based.

Step 2: If the grievance is not satisfactorily resolved in Step 1, it must be presented in writing to the appropriate Associate Director within fourteen calendar days of the informal process described in Step 1. The written grievance shall contain a clear and concise statement of the nature of the grievance, the date of each alleged occurrence on which the grievance is based, the section(s) of the Agreement upon which the grievance is based, the proposed remedy and the dated signature of either the grievant or Steward/Union representative. A meeting shall be scheduled by the Associate Director within seven calendar days of receipt of the grievance for the purpose of discussing and, if possible, settling the dispute. The Associate Director shall reply to the grievance in writing within seven calendar days of the conclusion of such meeting.

Step 3: If the grievance is not satisfactorily resolved in Step 2, a written appeal shall be presented to the Executive Director within seven calendar days of receipt of the Associate Director's Step 2 reply. A meeting shall be scheduled by the Executive Director or the Executive Director's designee within seven calendar days of receipt of said appeal for the purpose of discussing and, if possible, settling the dispute. The Executive Director or the

Executive Director's designee shall reply to the appeal in writing within seven calendar days of the conclusion of such meeting. Any grievance relating to the suspension, layoff or discharge of an employee whose job classification is covered by this Agreement shall commence at this step of the procedure and must be presented in writing to the Executive Director within fourteen calendar days of the employee's receipt of written notice of suspension, layoff or discharge.

Step 4: (Arbitration) If the Union is not satisfied with the resolution in Step 3, the Union shall have fourteen calendar days from the conclusion of the Step 3 procedures within which to present a written request for arbitration to the Executive Director or the Executive Director's designee. Whenever a timely request for arbitration is made pursuant to this Article, the Executive Director or the Executive Director's designee and the Union representative shall consult within seven calendar days of the date that such request was served for the purpose of selecting an impartial arbitrator. If the parties are unable to agree upon an impartial arbitrator, the party requesting arbitration shall mail a written request for a list of seven arbitrators to the Federal Mediation and Conciliation Service within seven calendar days of the conclusion of the aforesaid consultation. The Executive Director or the Executive Director's designee and the Union's representative shall consult within seven calendar days of the receipt of said list for the purpose of attempting to select one of the individuals named on said list. If they are unable to do so, the party requesting arbitration shall strike three names. The other party shall then strike three names. The individual whose name remains shall be selected as the impartial arbitrator. The arbitrator's decision shall be final and binding on the parties and any affected employee whose job classification is covered by this Agreement. Said decision shall be issued in writing not more than thirty calendar days after the close of the arbitration or the filing of briefs, if any, whichever is later. The arbitrator shall have no authority (i) to amend, modify, change, add to, or

subtract from any of the terms or conditions of this Agreement, (ii) to base a decision on any past practice which is inconsistent with a provision of this Agreement, or (iii) to render an award on any grievance occurring before the effective date or after the termination date of this Agreement. The fees of the arbitrator shall be borne equally by the parties. Each party shall be responsible for its own attorney fees and expenses.

C. Representation.

An employee shall be entitled to the presence of a Union representative and/or a Steward at each step of the grievance procedure. The Employer's representative shall be entitled to the presence of an additional supervisory or managerial employee at each step of the grievance procedure. An employee shall suffer no loss of pay for working time spent in attendance at grievance meetings conducted pursuant to this Article.

D. Time Limits.

Should the party making the claim fail to file or appeal a grievance or request arbitration within the specified time limits or in accordance with the procedural requirements herein, the grievance shall be deemed waived for all purposes. Should the other party fail to schedule a meeting or fail to respond within the specified time limits herein, the party making the claim may appeal the grievance immediately to the next step. The time limits set forth in this Article may be extended or waived only by mutual agreement of the parties. Such extension or waiver must be confirmed in writing within the specified time limits.

ARTICLE VII - NONDISCRIMINATION

A. General.

Neither the Union nor the Employer shall unlawfully discriminate against any employee based on race, color, religion, ancestry, national origin, age (over 40), gender, marital status, medical condition, physical or mental disability, sexual orientation, or pregnancy, childbirth or related condition, or other conditions protected by law. Complaints arising under this Section may be processed through the grievance procedure up to and including Step 3.

B. Union Membership and Activities.

There shall be no discrimination by the Employer against any employee because of membership in the Union or because of any activities on behalf of the Union. There shall be no discrimination by the Union against any employee because the employee has refrained from joining the Union or has refrained from engaging in activities on behalf of the Union. Neither the Union nor the Employer shall restrain or coerce any employee with respect to his or her decision to join or refrain from joining the Union.

ARTICLE VIII - PROBATIONARY PERIOD

A. Probationary Period For New-Hires.

Each newly hired or rehired employee shall serve a probationary period of six months. Such probationary period may be extended for an additional period not to exceed six months whenever the Employer, in its sole discretion, determines that such an extension is necessary to properly evaluate the employee's performance. In the event that an employee's

probationary period is to be extended, the Employer shall notify the Union in writing prior to the extension. Probationary employees will be entitled to participate in the benefit programs outlined in this Agreement, except where otherwise specified.

B. Probationary Period For Change In Classification.

An employee who moves into a different job classification, including an employee who is transferred or promoted, shall serve a probationary period of three months in the new classification. Such probationary period may be extended for an additional period not to exceed three months whenever the Employer, in its sole discretion, determines that such an extension is necessary to properly evaluate the employee's performance in his/her new classification. Retention of any probationary employee in his/her new classification shall be based upon the Employer's determination of the employee's ability to perform the job.

C. Employee's Return to Previous Classification.

An employee who moves into a different job classification who does not demonstrate to the Employer's satisfaction during his/her probationary period in that classification the requisite ability to perform the job shall be entitled to return to the classification which he/she held prior to such change in classification if there are any openings in the prior classification at the time and provided that such change was not based on unsatisfactory performance in the prior classification. Such return shall be to the previous salary step without loss of seniority. If there are no openings in the prior classification, the Employer will endeavor to place the employee in an available job for which such employee is qualified. Thereafter, such employee shall be entitled to the first available opening in the classification which he or she occupied prior to the change in classification. If none of these options is available, the employee

will be laid off and will retain recall rights, in accordance with the provisions of Article XXIII, (Layoff or Reduction in Force), Sections C and E of this Agreement, for the next opening in the classification which he or she occupied prior to the change in classification.

ARTICLE IX - JOB VACANCIES

Notice of all full-time and regular part-time job vacancies will be electronically posted (email, intranet, and/or website) for a minimum of seven calendar days before they are filled on a non-temporary basis. Additionally, the Employer will send electronic notification to the Union. Salaries, minimum qualifications and a summary of job duties shall be included in the notice. All internal applicants meeting minimum qualifications shall be interviewed. Where experience, training, ability and qualifications of the applicants for the posted positions are determined by the Employer to be equal, seniority, as defined in Article XXIII, Section F of this Agreement, shall be the primary consideration in making the assignment to the posted position. The Employer's determination as to the relative experience, training, ability and qualifications of applicants shall not be subject to the grievance procedure of this Agreement.

ARTICLE X - JOB DESCRIPTIONS

The Employer shall maintain a job description for each bargaining unit classification. Each employee shall receive a copy of his/her job description. New or revised job descriptions shall be made available to the affected employees and to the Union as soon as possible. The creation of new job descriptions or a significant change to an existing job description for a bargaining unit employee shall be submitted to and discussed by the President

and Vice President of the Union. The parties agree that when a meeting is requested to discuss a new job description or a significant change to an existing job description for a bargaining unit employee, it will occur within fourteen calendar days of such request. The content of job descriptions shall not be subject to the grievance procedure of this Agreement.

ARTICLE XI - HOURS OF WORK AND OVERTIME

A. No Guarantee.

Nothing in this Article shall be construed to constitute a guarantee of hours of work per day or per week, or of days of work per week.

B. Normal Schedule.

The normal work schedule for all full-time employees is thirty-nine hours per week. For payroll purposes, a work week shall be defined to commence at 12:01 a.m. on Sunday and end at midnight on Saturday. Except when client care requirements necessitate otherwise, the normal work day shall be eight hours (exclusive of the meal period referenced in Section G of this Article) with the exception of the last scheduled work day in any given week, which shall be seven hours. The Employer reserves the right in its sole discretion to change the normal work hours based on its assessment of the particular requirements of a program, department or facility.

C. Flexible Working Hours.

Flexible working hours that deviate from the normal schedule required by the Employer will be permitted only upon prior written approval of the Executive Director or the

Executive Director's designee. Decisions regarding flexible scheduling shall be based upon the Employer's assessment of workload and staffing needs, and such decision shall not be grievable.

D. Overtime.

A non-exempt employee shall be paid one and one-half times his or her base hourly rate of pay for all authorized hours worked in excess of eight in a workday or forty in a work week. Employees in those classifications designated "professional" shall have discretion to work up to six hours of overtime per pay period without prior supervisory approval, provided that such discretion is exercised reasonably and such overtime is necessitated by client care requirements. Discretionary overtime is appropriate only for face-to-face client contact and travel time related thereto. It may not be incurred to complete paperwork. It may not be used as a method of adjusting employee schedules to meet personal needs. No non-exempt employee shall perform any other overtime work without the prior approval of his or her supervisor. An exempt employee shall not be eligible for overtime compensation.

E. No Pyramiding.

There shall be no pyramiding or duplication of overtime compensation for the same hours worked.

F. Computation.

Except for rest periods, only hours actually worked shall be considered hours worked for purposes of computing overtime.

G. Meals.

Each non-exempt employee working five or more consecutive hours shall receive a one hour unpaid meal period. Notwithstanding the foregoing, a one-half hour unpaid meal period may be permitted upon prior written approval of the Executive Director or the Executive Director's designee in accordance with the criteria and subject to the conditions set forth in Section C, above.

H. Rest Periods.

Each non-exempt employee shall receive one paid fifteen minute rest period during each consecutive four hour period of work.

I. Alternative Work Schedule.

The Employer shall have the authority, in its sole discretion, to adopt alternative work schedules, as permitted by California law, including, but not limited to, three 10-hour days and one 9-hour day schedule, with one day off in the workweek. Any decision by the Employer to take an action under this section, or refrain from doing so, any decision to adopt, modify, discontinue, or change any alternative work schedule, and any decision regarding the employee, employees, or groups of employees who shall be eligible and/or work an alternative work schedule, shall not be subject to the grievance procedure.

ARTICLE XII - HOLIDAYS

A. Holiday Schedule.

The following days shall be recognized as paid holidays:

New Years Day
Martin Luther King Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
Three Floating Holidays

A regular part-time employee shall receive as a paid holiday (prorated on the basis of the number of hours per week for which he or she is regularly scheduled to work) any of the above holidays that falls during a week that he/she is regularly scheduled to work.

Employees may use floating holidays in four hour increments.

B. Weekend Holidays.

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. The Employer shall provide all employees with a schedule of each year's holiday observances at the beginning of the calendar year.

C. Eligibility For Holiday Pay.

To qualify for holiday pay, a full-time employee must work his/her last scheduled workday preceding the holiday and his/her next scheduled workday following the holiday, unless the employee is on vacation or other authorized paid leave on such days. To qualify for holiday pay, a regular part-time employee must work his/her regularly scheduled hours for the holiday week (excluding the holiday) unless the employee is on vacation or authorized paid leave on such days.

D. Pay for Holidays Worked.

An employee who is required to work on a scheduled holiday shall be compensated at the rate of one and one-half times the employee's regular rate of pay for all such hours worked. An employee who is required to work an extra day in the same work week as the holiday, other than the holiday itself, shall be compensated at the overtime rate of one and one-half times the employee's regular rate of pay, unless in the intervening work days between the holiday and the extra work day the employee was off work in paid status, such as for vacation or sick leave. There shall be no pyramiding or duplication of overtime premiums and the premiums referenced in this Section, and the premiums referenced in this Section shall not be included in the employee's regular rate of pay for purposes of calculating overtime.

ARTICLE XIII - VACATION

A. Accrual of Benefits.

A full-time employee shall accumulate paid vacation from the date of hire or reinstatement as follows:

1. During first year of continuous employment, eighty hours per year.
2. From first day of second year to completion of third year of continuous employment, one-hundred twenty hours per year.
3. From first day of fourth year to completion of fifth year of continuous employment, one-hundred forty-four hours per year.
4. From first day of sixth year to completion of seventh year of continuous employment, one-hundred sixty hours per year.

5. From first day of eighth year to completion of fourteenth year, one-hundred sixty-eight hours per year.
6. From first day of fifteenth year to last day of continuous employment, two-hundred hours per year.

A regular part-time employee shall accrue pro-rated vacation benefits based on such employee's regular percentage of the standard full-time schedule established by the Employer.

B. Eligibility to Receive Benefits.

An employee shall not be eligible to use accumulated vacation benefits until the completion of six months of continuous employment. However, if such employee is in need of time off to attend to personal business during the first six months of continuous employment, said employee may approach his or her supervisor regarding a flexible work time arrangement to take the time off required.

C. Maximum Accumulation.

A full-time employee may accumulate unused vacation up to a maximum of three hundred hours. The maximum accumulation of unused vacation for a regular part-time employee shall be pro-rated as set forth in Section A, above. An employee who reaches the applicable maximum accumulation of vacation benefits shall cease accruing such benefits until he or she falls below such maximum amount. From that point forward, such employee shall again accrue vacation benefits until the applicable maximum accumulation is reached. An employee may exceed the applicable maximum accumulation of vacation benefits only upon prior written approval of the Executive Director. Requests to exceed the maximum accumulation

will be considered only when an employee has been prevented from using his or her vacation benefits as a result of the Employer's scheduling requirements.

D. Scheduling.

An employee must submit all vacation requests to his or her immediate supervisor for prior approval. If the employee's supervisor is not available, such request shall be submitted to the Associate Director of the division in which the employee works. A request for five or more consecutive workdays of vacation must be submitted at least fourteen calendar days prior to the requested commencement of the vacation, unless it is impossible to do so. The supervisor shall respond to such request within a reasonable period of time not to exceed seven calendar days following receipt. Vacation requests shall not be unreasonably denied. Subject to staffing requirements, first priority in granting vacation requests shall be given to the earliest request submitted each calendar year for a specific date or dates. If, on the same date, more than one employee submits a vacation request for the same or overlapping dates and the Employer is not able to grant all such requests, seniority shall govern provided that seniority does not conflict with staffing requirements. An employee may not elect to receive vacation pay in lieu of time off.

E. Holiday During Vacation.

If a paid holiday, as set forth in Article XII of this Agreement, occurs during an employee's vacation, that day shall not be charged as a vacation day, but shall be charged as a paid holiday.

F. Illness During Vacation.

An employee who becomes ill during a vacation period of one week or longer may charge accumulated sick leave rather than accumulated vacation time for the days on which such employee is ill, provided that satisfactory documentation of the illness is furnished to the employee's supervisor promptly upon the employee's return from vacation.

G. Payment Upon Termination.

An employee who is discharged or resigns prior to the completion of his or her probationary period under Article VIII, Section A of this Agreement shall not be paid for accrued vacation time. An employee who is discharged or resigns subsequent to the completion of such probationary period shall be paid for all accumulated but unused vacation time up to the applicable maximum accumulation set forth in Section C, above. All accumulations shall cease as of the last day actually worked.

H. Deposit of Vacation Pay.

The Employer will deposit an employee's paycheck(s) or release such paycheck(s) to the employee's authorized agent while the employee is on vacation, provided that the employee has made proper arrangements with the Employer prior to leaving on vacation.

I. Discretionary Cash-Out.

At the end of each fiscal year, employees who have accumulated at least one hundred twenty hours of vacation may request a cash-out of the excess accumulated vacation above such amount. Such requests shall be granted when and to the extent that the Executive Director determines, in his or her discretion, that sufficient operations funding remains, and in no

event shall an employee receive a cash-out of more than forty hours. Such requests must be submitted no later than June 15.

ARTICLE XIV - SICK LEAVE

A. Accrual of Benefits.

A full-time employee shall accumulate sick leave with pay from the date of hire or reinstatement at the rate of ten hours per month. A regular part-time employee shall accumulate pro-rated sick leave benefits based on such employee's regular percentage of the standard full-time schedule established by the Employer. An employee who works a partial month shall accumulate partial benefits for that month.

B. Use of Sick Leave.

Sick leave may be taken and deducted from an employee's sick leave accumulation when the employee is unable to perform his or her duties of employment because of illness, injury or an appointment with a physician, dentist or other approved health practitioner, or when the employee is a victim of domestic violence, sexual assault, or stalking. The employee may use all of his or her annual sick leave accrual for the purpose of attending to a covered family member who is ill. A covered family member includes a: (1) biological, foster, or adopted child; or legal ward, regardless of the age or dependency status of the child; (2) biological, foster, or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner (3) a spouse; (4) a registered domestic partner; (5) grandparent; (6) grandchild; (7) sibling. All conditions and restrictions applicable to an employee's use of sick leave for personal illness shall also apply to his or her use of sick leave

for the care of a covered family member. The amount of sick leave permitted to be used by an employee under these conditions shall be limited to the amount of sick leave the employee has actually accrued.

C. Maximum Accumulation.

Unused sick leave may be accumulated with no limitation but shall not be paid except when used in accordance with the provisions of Section B, above, or when paid pursuant to Section H, below.

D. Notice.

An employee shall notify his or her immediate supervisor as early as possible, but not later than 8:30 a.m., on each work day that the employee is absent for any of the reasons set forth in Section B, above. If such employee's immediate supervisor is not available, the employee shall notify the division chief or the division chief's designee.

E. Medical Certificate.

When abuse of sick leave is suspected, the Employer may require, as a condition of the payment of sick leave benefits under this Article, that the employee provide evidence in the form of a doctor's certificate that the employee was unable to work on the days for which sick leave benefits are sought. Where an employee requests use of sick leave benefits for the serious illness or health care needs of an immediate family member, the Employer may require, as a condition of the payment of such benefits, satisfactory evidence of the necessity for such leave. An employee who is absent due to his or her own illness or injury may be required to provide the Employer with a physician's statement approving the employee's return to work.

F. Holiday During Sick Leave.

If a paid holiday, as set forth in Article XII of this Agreement, occurs during an employee's approved sick leave, that day shall not be charged to sick leave, but shall be charged as a paid holiday.

G. Integration of Benefits.

Where an employee is eligible to receive State Disability Insurance payments and has timely complied with the requirements of the Administration Division (as outlined in the instructions received from the Employer's payroll department), the employee shall receive his or her full State Disability Insurance payment plus such portion of his or her accrued sick leave pay as shall aggregate to an amount equal to, but not exceeding, the employee's regular rate of pay. Sick leave shall be paid in the appropriate pay period based on the Employer's best estimate of the amount of State Disability Insurance benefit due the employee. In cases of industrial injury entitling the employee to Worker's Compensation benefits, the same method of integration with accrued sick leave shall apply.

H. Discretionary Cash-Out.

At the end of each fiscal year, employees who have accumulated at least one hundred sixty hours of sick leave may request a cash-out of the excess accumulated sick leave above such amount. Such requests shall be granted when and to the extent that the Executive Director determines, in his or her sole discretion, that sufficient operations funding remains, and in no event shall an employee receive a cash-out of more than forty hours. Such requests must be submitted not later than June 15.

ARTICLE XV – BENEFIT TIME DONATIONS

When an employee has exhausted all accrued paid time off, including but not limited to sick leave, vacation leave, sabbatical, floating holidays and compensatory time off, and such employee's absence continues due to a life threatening or catastrophic illness, fellow employees may request to donate vacation and sick leave time from their own accumulations provided that:

1. Donations must be in two hour increments and may be from either vacation account or sick leave account .
2. Donations must not reduce the donating employee's accumulation of sick leave to less than one hundred twenty hours.
3. Donations must not reduce the donating employee's accumulation of vacation leave to less than thirty-nine hours.

Life threatening illness is defined as an illness, injury, impairment, physical or medical condition that a licensed physician certifies is life threatening and/or terminal.

Catastrophic illness is defined as a severe illness requiring prolonged hospitalization or recovery.

Qualifying requests for donation of benefit time shall not be unreasonably denied.

Periods during which an employee receives benefit time donations are considered leave without pay for purposes of anniversary date, seniority, vacation and sick leave accrual adjustments. Benefit time donations shall be utilized to supplement the income of the recipient employee during an authorized leave, but shall not operate to extend the recipient employee's authorized time off. The employee acknowledges the donation of sick leave can affect the ability to buy "service credit(s)" at retirement from the California Public Employees Retirement System.

ARTICLE XVI - UNPAID LEAVE OF ABSENCE

A. Personal Leave.

An employee who has completed his/her probationary period may request a leave of absence without pay for compelling personal reasons. The granting of such leave shall be within the sole discretion of the Employer. Under no circumstances shall personal leave be granted until the employee has exhausted all available vacation benefits. An employee requesting a personal leave pursuant to this Section must submit the request in writing to his or her supervisor or department manager, stating the purpose for the leave, the length of time requested and the expected date of return. A personal leave shall not be effective until approved by the Employer.

B. Leaves Of Absence Addressed By Law.

Any employment leave of absence that is addressed by applicable California or Federal law shall be controlled by such law, and disputes regarding such leave shall not be subject to the grievance procedure of this Agreement. Nothing herein shall preclude the Employer from establishing and maintaining policies which provide for greater leave of absence benefits than required by law. Upon request, the Employer will provide literature on the current state of the law with regard to leaves of absence covered by this Section.

ARTICLE XVII - BEREAVEMENT LEAVE

A full-time employee shall be granted up to three workdays off, with a maximum of twenty-four hours pay, in the event of the death of an immediate family member. Those

employees who must travel one hundred and twenty miles or further to attend services shall be granted five workdays off, with maximum of thirty-nine hours pay. Paid bereavement leave benefits shall be prorated for regular part-time employees. For purposes of this Article, the definition of “immediate family member” shall be limited to the employee’s spouse, parent, sibling, child, grandparent, great-grandparent, grandchild, great-grandchild, parent-in-law, sister/brother-in-law, son/daughter-in-law, or step-relatives in these categories. For purposes of this Article, a domestic partner who is a bona fide spousal equivalent shall have the same status as a spouse. At the Employer’s discretion, the use of accrued sick leave may be approved for an employee requiring additional time off for bereavement. The Employer may require evidence of the necessity of bereavement leave as a condition of granting such leave.

ARTICLE XVIII - JURY DUTY

An employee called for jury duty shall receive, for each day on which he/she otherwise would have worked, up to a maximum of fifteen days per jury summons, the difference between the employee’s regular straight-time pay for that day and the amount of the employee’s jury pay. Before receiving such payment, an employee must show proof of the amount of jury pay received. Should the time required for jury duty exceed fifteen scheduled working days in connection with a jury summons, the excess time off shall be treated as an unpaid leave of absence. Paid jury duty benefits shall not be accumulated from year to year.

ARTICLE XIX - PERFORMANCE EVALUATIONS

A probationary employee shall receive a written performance evaluation three months from commencement of his/her probationary period and prior to the conclusion of such probationary period. Nothing herein shall be construed to preclude more frequent evaluations should the Employer, in its sole discretion, deem it appropriate. The contents of an employee's performance evaluation shall not be subject to the grievance procedure of this Agreement. Any performance evaluation for a probationary employee resulting in extension of probation shall contain goals and objectives to be attained by the probationary employee in an effort to transition to non-probationary status.

ARTICLE XX - PERSONNEL FILES

A. Inspection and Copying.

An employee, upon reasonable notification to the Executive Director or the Executive Director's designee, shall be entitled to inspect all documents, reports and other written materials in the employee's personnel file relating to the employment and performance of said employee, with the exception of any materials protected by recognized legal privilege or exempt from disclosure by law. When inspecting said materials the employee must be accompanied by the Executive Director or the Executive Director's designee, and may, at the employee's request, be accompanied by a Union representative. Upon request, the employee shall receive one copy of any document in said file that has been signed by the employee.

B. Filing Procedure.

A copy of any material relating to the performance and/ or discipline of an employee shall be provided to said employee prior to being placed in his or her personnel file. The employee shall acknowledge receipt of a copy of such material by signing the actual copy to be filed with the understanding that said signature merely signifies that the employee has read the material and does not necessarily indicate agreement with its contents. An employee shall have the right to answer any material filed within seven calendar days after such filing. This answer shall be attached to the file copy of the document to which the employee is responding. If an employee files such an answer, it will not be used independently of the document to which the employee is responding.

C. Positive Material.

Written information of a positive nature received by the Employer pertaining to the performance of an employee will be placed in the employee's personnel file upon the employee's request. The Employer shall provide the employee with a copy of any such material received by the Employer.

D. Incorrect Material.

Material will be removed or otherwise deleted from an employee's personnel file if the Employer and the employee agree that such material is incorrect or if such material is determined to be incorrect as a result of the grievance procedure.

ARTICLE XXI - DISCIPLINE

An employee who has completed his or her initial probationary period shall be disciplined or discharged only for just cause. An employee serving his or her initial probationary period may be discharged or disciplined at the Employer's discretion, and such discharge or discipline shall not be subject to the grievance procedure of this Agreement. Notice of discharge, suspension or demotion of a non-probationary employee shall be served in person or by certified mail to the employee as soon as possible. The notice shall include a statement of the nature of the disciplinary action, the effective date of the disciplinary action, and a statement of the cause for such action, including a general summary of the facts of the offense.

ARTICLE XXII - WORKLOAD

The Employer will make its best effort to distribute workload equitably so that no employee has a significantly higher workload than any other employee who performs similar duties and functions. Staffing and workload distribution shall be subject to discussion in the Labor/Management Relations Committee. When an employee believes that his/her workload is significantly higher than that of another employee, the employee may discuss the matter with his/her immediate supervisor to attempt to arrive at a solution. Should the matter not be resolved informally, the employee may submit the matter to the agenda of the Labor/Management Relations Committee. Should the matter not be resolved at the Labor/Management Committee level, the Union may initiate and pursue a grievance concerning the workload issue, up to Step 3 of the grievance process. The Employer shall provide to the Union the Caseload Ration Report on a monthly basis.

ARTICLE XXIII - LAYOFF OR REDUCTION IN FORCE

A. Layoff Defined.

A layoff is defined as an involuntary termination arising from lack of work, lack of funds or an Employer decision to operate with fewer employees or positions or with different positions or to subcontract bargaining unit work.

B. Notification.

The Employer shall notify the Union in advance of any intended layoff. The Employer shall provide at least fourteen calendar days written notice of any intended layoff to all affected employees, except when circumstances make such notice impossible. The Union may request a meet and confer session in writing to the Executive Director or the Executive Director's designee within seven calendar days to explore alternatives to layoff. Said meet and confer session will take place within seven calendar days of receipt of such request to meet and confer.

C. Order Of Layoff.

A layoff in a bargaining unit classification shall be accomplished in inverse order of seniority; that is, the least senior employee in the classification in which the layoff occurs shall be the first laid off, provided that the employee to be retained meets the minimum qualifications for the position and has the skill and ability to perform the job.

D. Displacement Rights.

An employee who is laid off may utilize his or her seniority to displace the least senior employee in a lower paid classification in the bargaining unit, provided that the employee seeking to move to such position was promoted from that position at any time within his or her tenure at the Regional Center, and further provided that such employee occupied the position for a period of at least one year, possesses all licenses and certifications necessary to perform the duties of the position, and is available immediately to assume the work schedule of the employee being displaced. The displacement rights set forth in this Section shall be waived unless they are exercised in writing to the Human Resources Department within two working days following notification of layoff. For purposes of this paragraph, a working day shall be defined as Monday through Friday, excluding holidays.

E. Recall From Layoff.

Recall from layoffs shall be accomplished in inverse order of layoff. A laid off employee shall retain, for a period of six months, recall rights to his/her former classification. Notice of recall shall be sent by certified mail, return receipt requested, to the employee's last known address, and to the Union at the address shown in Article XL (Notices). An employee shall forfeit recall rights if such employee fails to return to work within fourteen calendar days after notice of recall is sent. Any employee returning from layoff shall retain all seniority that he or she held at the commencement of such layoff.

F. Seniority Defined.

For purposes of this Article, seniority shall mean an individual's length of continuous service with the Employer as a regular employee, less any unpaid periods of

authorized absence from work in excess of thirty calendar days. A newly hired or rehired employee serving a probationary period pursuant to Article VIII, Section A of this Agreement shall have no seniority rights, but shall acquire seniority retroactively from the date of hire or rehire upon completion of his/her probationary period. A regular part-time employee shall accrue seniority on a prorated basis. In the event of a layoff, a regular part-time employee shall be permitted to exercise his or her seniority rights to displace a full-time employee, provided that such part-time employee is available to assume the schedule of the full-time employee being displaced.

G. Loss of Seniority and Employee Status.

An employee's seniority and employee status shall be lost for any of the following reasons:

1. Voluntary or involuntary termination.
2. Failure to return to work from a layoff within fourteen calendar days after notice of recall was sent.
3. Layoff for six consecutive months.

XXIV – FURLOUGH DAYS

Except in emergency circumstances necessitating shorter notice, the Employer shall provide no less than thirty calendar days notice to the Union prior to implementation of furlough days. Upon written request by the Union, submitted not later than ten calendar days following receipt of such notice, the parties shall convene a meeting of the Labor/Management Relations Committee to discuss whether feasible alternatives to furlough days exist.

ARTICLE XXV - CLASSIFICATION AND SALARY PLAN

A. Classification and Salary Schedule.

Effective the first pay period following November 1, 2018, the minimum salaries of employees in bargaining unit positions shall be as set forth and adjusted in accordance with Appendix C. The wages listed in the Appendix Wage Scale are inclusive of ABX funding allocated to the Employer for the relevant fiscal year.

B. Step Placement and Progression.

Initial placement of any bargaining unit employee at a particular step on the salary schedule shall be at the Employer's sole discretion, based on the Employer's assessment of experience and ability, and shall not be subject to the grievance procedure of this Agreement. A full-time or regular part-time employee shall be eligible for progression to the next salary step in his or her classification at such employee's anniversary date, as defined in Section C of this Article.

C. Anniversary Date.

An employee's anniversary date, for purposes of step progression under Section B, above, shall be twelve months of continuous employment from:

- 1, The date of employment; or
2. The date on which the employee last received a salary increase based on (i) length of service or (ii) promotion to a higher position.

In the case of a demotion, an employee's anniversary date shall not be adjusted.

D. Salary Adjustment Upon Reclassification.

An employee who is promoted to a higher-rated classification shall be paid at the step rate of the new classification which results in an increase of at least five percent. An employee who is demoted to a lower-rated classification shall be paid at the step rate which is equal to or next below his or her former rate.

E. New Classifications.

In the event that the Employer establishes a new job classification within the bargaining unit described in Article I of this Agreement, it shall provide prior notice to the Union. Upon request, the Employer shall meet with the Union for the limited purpose of negotiating a salary scale for such new classification. Any salary scale agreed upon as a result of such negotiations shall be retroactive to the date that the new classification was established. If the parties are unable to reach agreement as to a new salary scale within thirty calendar days following the service of notice referred to herein, the Union may submit the matter directly to Step 3 of the grievance procedure. The determination at Step 3 of the grievance procedure shall be final and binding, and there shall be no recourse to any further steps of the grievance procedure.

F. Relief In Higher-Rated Classification.

A bargaining unit employee who is temporarily assigned to perform, on a full-time basis, all the duties of an employee in a higher-rated classification shall receive a differential of five percent above his or her own base compensation for all hours worked in such higher-rated classification, on commencement of such assignment and continuing for the duration of such assignment.

G. Bilingual Pay.

Any employee in a position designated by the Employer as requiring the use of bilingual skills shall receive additional compensation of three hundred dollars per month. Such designation shall be in the sole discretion of the Employer. To be eligible, an employee must demonstrate fluency in a language other than English, including sign language, and must be required by the employee's specific job assignment to communicate with non-English speaking individuals without the assistance of a translator.

ARTICLE XXVI – RETIREMENT

A. Continuation of Plan.

The Employer shall, during the term of this Agreement, maintain the Far Northern Regional Center Money Purchase Pension Plan or a substantially equivalent plan for eligible bargaining unit employees still participating in it. The requirements for eligibility and participation in any such plan shall be governed by the terms of said plan. For those employees participating in the PERS retirement program, the Employer shall maintain its contribution on behalf of each employee.

B. Change of Trustees and Administrators.

The Employer shall have sole discretion with respect to the selection of trustees or administrators for the plan referred to in Section A above, provided, however, that the Employer shall give the Union thirty calendar days prior written notice before it changes such trustees or administrators.

C. Supplemental Income Plans.

The Employer shall, through the pay period ending September 30, 2008, continue to make available tax sheltered annuities and mutual fund products to employees for voluntary contributions in accordance with Section 403(b) of the Internal Revenue Code (“the 403(b) Plan”). No further contributions to the 403(b) Plan shall be permitted after October 5, 2008. The 403(b) Plan will be terminated effective January 2, 2009. Effective September 30, 2008, and continuing through the term of this Agreement, the Employer shall permit employees to make salary deferral contributions under the California Public Employees’ Deferred Compensation Plan in accordance with Section 457 of the Internal Revenue Code (“the CalPERS 457 Plan”). An employee, upon request, shall be provided a list of available investment options under the CalPERS 457 Plan.

ARTICLE XXVII - TRANSPORTATION AND PER DIEM EXPENSES

A. Mileage Reimbursement.

During the term of this Agreement, an employee who is authorized by the Employer to use his or her personal motor vehicle for the Employer’s business shall be reimbursed at the then-current rate established by the Internal Revenue Service. No mileage reimbursement shall be allowed for transportation between an employee’s home and his or her place of work. The Employer may require that the employee complete a mileage reimbursement form and provide other substantiation as a condition of receiving such reimbursement. Any employee who is authorized to drive his or her personal motor vehicle on the Employer’s business must maintain at least the minimal levels of automobile insurance required by the State of California and must provide a copy of such to the Employer upon request. Any such

employee also must maintain a valid California driver's license and provide his or her driver's license number and expiration date to the Employer upon request.

B. Travel Expenses.

The Employer will reimburse for reasonable travel expenses necessarily incurred on the following basis:

1. Lodging:

- a. For travel within Employer's service area (the nine counties served by Employer), the maximum daily expense reimbursement shall be \$150.00.
- b. For travel outside Employer's service area, the maximum daily expense reimbursement shall be \$199.00.
- c. Exception may be made for lodging at a hotel designated for an approved conference or meeting, or in extraordinary circumstances with advance written approval from the Associate Director, Administrative Services. Granting or withholding of such approval shall not be subject to the grievance procedure of this Agreement.
- d. Receipts shall be required for all lodging expenses. Such receipts shall include the name and address of the establishment, date(s) of stay and itemization of amounts expended.

2. Meals and Incidentals: Employees may elect, on a per trip (not per meal) basis, one of the following options:

a. To submit receipts for actual meal and incidental expenses. If the employee elects this option, maximum daily expense reimbursement shall be as follows:

Breakfast	\$12.00
Lunch	15.00
Dinner	25.00
Incidentals	<u>5.00</u>
Total	\$57.00

b. Not to submit receipts. If the employee elects this option, maximum daily expense reimbursement shall be as follows:

Breakfast	\$ 8.00
Lunch	11.00
Dinner	18.00
Incidentals	<u>4.00</u>
Total	\$41.00

3. Airfare: Employees must travel coach/economy at the most economical rate available to reasonably accommodate business schedules. Upgrade certificates and personal flight/baggage insurance are not reimbursable. Airline ticket receipts shall be required.
4. No receipt shall be required for reimbursement of other necessary job-related travel expenses, including but not limited to bridge tolls, vehicle parking, shuttles, taxis and public transportation, unless a single charge exceeds \$10.00.

ARTICLE XXVIII - INSURANCE

A. Maintenance of Plans.

Except as hereinafter provided, the Employer shall maintain, during the term of this Agreement, the health, dental, life and long-term disability plans which were in effect on the effective date of this Agreement, or substantially equivalent plans. Participation in such plans shall commence on the first day of the calendar month immediately following an eligible employee's date of hire. If, during the term of this Agreement, the Employer's eligible employees not subject to this Agreement receive a change in the benefits, deductibles or co-payments provided under any of such plans, the Employer may implement the same change for bargaining unit employees. The Employer shall submit the matter to the Labor/Management Relations Committee for discussion and shall give the Union thirty calendar days prior written notice before implementing such change. The Employer shall commence researching plan design alternatives at least ninety calendar days prior to expiration of the plan year, and shall provide

relevant information available from such research to the Labor/Management Relations Committee at least sixty calendar days prior to expiration of the plan year.

B. Change of Carriers.

The Employer shall give the Union thirty calendar days prior written notice before changing carriers of any of the plans referred to in Section A of this Article.

C. Employee Contributions.

Except as hereinafter provided, eligible employees shall contribute, during the term of this Agreement, at the same monthly contribution percentages that were in effect for the elected coverage immediately prior to the effective date of this Agreement. If, during the term of this Agreement, the Employer's eligible employees not subject to this Agreement receive a change in the contribution percentages for the same elected coverage, the Employer may implement such change for bargaining unit employees. The Employer shall submit the matter to the Labor/Management Relations Committee for discussion and shall give the Union thirty calendar days prior written notice before implementing such change.

D. Part-Time Employee Participation.

Employees working less than seventy-five percent time may elect coverage under the group health, dental and life insurance plans offered by the Employer to the extent permitted and under the conditions imposed by those plans being offered during the term of this Agreement. The entire amount of the insurance premium(s) will be funded by the employee and will be deducted from the employee's paycheck as a payroll deduction.

E. Domestic Partner Insurance.

An employee may, where possible under applicable plans, purchase health, dental and life insurance for a domestic partner who is a bona fide spousal equivalent as defined in Article XVII above, to the extent permitted and under the conditions imposed by those plans being offered during the term of this Agreement. The employee will fund the premium for domestic partner insurance on the same basis applicable to dependent coverage.

F. Health Insurance Cash Back.

Each bargaining unit employee who provides a written waiver of coverage under Employer's health insurance plan and documentation that he or she is covered by a different health insurance plan shall receive compensation in the amount of \$250 per month in lieu of the health benefit contribution available under this Article. Each bargaining unit employee who provides a written waiver of coverage under Employer's dental insurance plan and documentation that he or she is covered by a different insurance plan shall receive compensation in the amount of \$15 per month in lieu of the dental benefit contribution available under this Article. Each bargaining unit employee who provides a written waiver of coverage under Employer's vision insurance plan and documentation that he or she is covered by a different vision insurance plan shall receive compensation in the amount of \$5 per month in lieu of the vision benefit contribution available under this Article.

ARTICLE XXIX - FLEXIBLE SPENDING ACCOUNTS

The Employer shall, during the term of this Agreement, make available tax sheltered flexible savings accounts for health and/or child care costs for voluntary contributions in accordance with provisions of the Internal Revenue Code.

ARTICLE XXX - SABBATICAL

Each employee who has completed ten years of full-time employment with the Employer shall be granted a one workweek paid sabbatical; after completion of twenty years of full-time employment with the Employer an employee shall be granted two workweeks paid sabbatical; and after completion of thirty years of full-time employment with the Employer an employee shall be granted another two workweeks paid sabbatical. The timing of the sabbatical must be approved by the employee's supervisor, which approval shall not be unreasonably withheld. A supervisor's decision to withhold approval of a particular time for the sabbatical shall not be subject to the grievance procedure. Employees are not entitled to payment for accrued but unused sabbatical time upon termination of employment. Sabbatical leave is not a yearly benefit and must be taken during the appropriate block of time that the employee is eligible to utilize the leave; for example, an employee who has completed ten years of full-time employment with the Employer must take his or her one workweek sabbatical prior to reaching twenty years of full-time employment. The provisions of this Article shall be applied retroactively; for example, an employee who has completed thirty years of full-time employment with the Employer and was not previously entitled to any sabbatical shall be granted a total of five workweeks paid sabbatical.

ARTICLE XXXI - EDUCATION

A. Educational Leave for Licensed Staff.

A full-time employee who has completed his or her probationary period and whose position requires licensure may receive up to five days leave without loss of pay each fiscal year to attend courses needed to maintain such licensure. Upon receiving written documentation of expenses, attendance and successful completion by the employee, the Employer shall reimburse such employee for reasonable expenses necessarily incurred in attending such courses, up to a maximum of \$500 per fiscal year. Such reimbursement shall include, where applicable, transportation, per diem, fees and tuition.

B. Employer-Required Training.

Conferences, courses, classes, institutes, and/or workshops of an educational nature which the Employer requires an employee to attend shall count as time worked. Upon receiving written documentation of expenses, attendance, and successful completion by the employee, the Employer shall reimburse such employee for reasonable expenses necessarily incurred in attending an Employer-required educational offering. Such reimbursement shall include, where applicable, transportation, per diem, fees and tuition.

ARTICLE XXXII - HEALTH AND SAFETY

The Employer shall comply with applicable federal and California laws and regulations pertaining to occupational safety and health. Complaints arising under this Article may be processed through the grievance procedure up to and including Step 3.

ARTICLE XXXIII - USE OF REGIONAL CENTER PROPERTY/SUPPLIES

At no time is it acceptable for property or supplies of the Employer to be used for any purpose other than conducting employer business unless specific approval to do otherwise is obtained from the Executive Director. With regard to the Employer's telephone system, employees may use the system for personal business which is of an emergent, unavoidable nature, but only for the shortest duration possible, without the necessity of obtaining advance approval. Unauthorized personal use of such property or supplies may be subject to disciplinary action, pursuant to Article XXI of this Agreement.

ARTICLE XXXIV - OUTSIDE EMPLOYMENT

Employees may engage in outside employment during other than regular working hours, provided that such employment does not in any way use their position or relationships at Far Northern Regional Center in a manner that would violate the Lanterman Act or affect the quality of their work pursuant to the Lanterman Act. Each employee who plans to engage in outside employment shall immediately notify the Employer in writing of the identity of such prospective employer and the nature of such outside employment. Employees shall also execute a copy of the Far Northern Regional Center Conflict of Interest Declaration, shall abide by the Conflict of Interest Standard Statement, and shall also conform to any conflict of interest requirements of any and all applicable laws.

ARTICLE XXXV - EXIT INTERVIEW

The Employer shall offer a voluntarily terminating employee an exit interview at the time of employment termination, conducted by the personnel administrator prior to the last official day of work. If the personnel administrator is unavailable, the employee may schedule an alternate date when the personnel administrator is available.

ARTICLE XXXVI - STATE OF EMERGENCY

A. Authority.

The Executive Director or designee shall have the authority to declare a “state of emergency” and order all employees to vacate their place of work, with pay, and/or not come to work, with pay.

B. State of Emergency, Defined.

For purposes of this Article, “state of emergency” is defined to include those circumstances that would adversely place the health and safety of employees in jeopardy because of conditions in the work place or the severity of weather conditions causing travel to work to be hazardous or impossible. The determination as to whether a state of emergency exists shall be in the sole discretion of the Executive Director or the Executive Director’s designee and shall not be subject to the grievance procedure of this Agreement. The state of emergency shall apply to those employees deemed to be affected by the Executive Director or designee and specifically excludes individual circumstances such as place of residence.

C. Assumption of Regular Duties.

Employees are to assume that a regular work day is scheduled unless the Executive Director or designee has specifically declared the contrary. Employees uncertain as to whether a state of emergency exists must call their designated headquarters at the earliest opportunity to obtain direct information from the Executive Director or designee.

ARTICLE XXXVII - UNION MEMBERSHIP

A. Agency Shop.

Each full-time and regular part-time employee in the bargaining unit described in Article I of this Agreement shall, within thirty-one calendar days after the execution date of this Agreement or thirty-one calendar days after such employee's date of hire, whichever is later, either (i) become a member of the Union to the extent of tendering an amount equivalent to the periodic dues uniformly required for membership; or (ii) pay to the Union a monthly service fee as a contribution toward the administration of this Agreement in an amount set by the Union pursuant to the provisions of applicable law; or (iii) because of reasons of religion, pay a sum equal to Union dues to a charitable fund of the employee's choice exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. An employee who chooses to make payments to a charitable fund may be required to verify to the Union that such payments have been made.

B. Consequences of Non-Compliance.

An employee who fails to comply with the above requirements shall, upon written notice from the Union, and after a further opportunity to comply with such requirements, be terminated or allowed to resign.

C. Checkoff.

For each pay period, the Employer shall deduct from the pay of each Union member in the bargaining unit a prorated portion of the employee's monthly membership dues or monthly service fee, as applicable (except where an employee is exercising the right of charitable contribution, as outlined in Section A of this Article) which fell due during said month, provided that:

- 1 The employee has voluntarily executed and given the Employer an unrevoked written assignment authorizing such deduction and remittance on an authorization form that is mutually acceptable to the parties; and
- 2 Such employee was employed by the Employer at the time that such obligation became due.

The Employer shall thereafter remit such amount, along with a list of employees from whom deductions were made, promptly to the Union. In no event shall any charge be made to an employee which accrued prior to the date of hire or the date of execution of this Agreement, whichever is later.

D. Indemnification.

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands or other liabilities, including the Employer's reasonable attorneys' fees, that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article.

ARTICLE XXXVIII - LABOR/MANAGEMENT RELATIONS COMMITTEE

A. Purpose.

A Labor/Management Relations Committee shall be established as a mechanism through which professional concerns and Regional Center standards, procedures, operations, policies and objectives may be discussed in order to encourage employee input and improve employer-employee communication. Labor/Management Relations Committee discussions also may include alternatives to furlough days pursuant to Article XXIV and insurance plan changes pursuant to Article XXVIII. Individual personnel matters and matters which are subject to the grievance procedure of this Agreement shall be excluded from such discussions. This Article shall in no way affect the application, interpretation or enforceability of Article III (Management Rights) of this Agreement, nor shall this Article be construed as imposing any additional bargaining obligation on the Employer or the Union during the term of this Agreement.

B. Composition.

The Labor/Management Relations Committee shall consist of four bargaining unit employees selected by the Union and four management representatives selected by the Executive Director.

C. Meetings.

The Labor/Management Relations Committee shall meet once every three months, or at any other intervals mutually agreeable to the parties, at either the Employer's Chico or Redding office. Employee representatives attending such meetings during regular

working hours shall suffer no loss of pay. Written agendas of the matters to be discussed shall be exchanged by the parties at least two calendar days before a scheduled meeting.

ARTICLE XXXIX - BARGAINING OBLIGATION

A. Obligation to Bargain.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities. Accordingly, except as specifically provided in Section B of this Article and in Sections B and D of Article XLI, the Employer and the Union for the term of this Agreement each voluntarily and unqualifiedly waives the right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

B. Separability and Renegotiation.

In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event that a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected provision.

C. Entire Agreement.

This Agreement constitutes the full and entire agreement between the parties, and supersedes any prior agreements, commitments, understandings or practices, whether oral or written, between the Employer and the Union or the employees covered hereunder, and except as specifically provided in Section B of this Article, expresses all obligations of and restrictions imposed upon the Employer. This Agreement may be modified only by written agreement executed by authorized representatives of the Employer and the Union.

D. Practices Inconsistent With This Agreement.

No provision of this Agreement shall be modified or construed by any practice that is inconsistent with such provision. Failure by either the Employer or the Union to comply with any provision or to require the other to comply shall not affect the rights of either party to thereafter comply or require the other party to comply.

ARTICLE XL - NOTICES

A. Union to Employer.

Notices by the Union to the Employer shall be mailed or delivered to the applicable address, as follows:

Mail: Executive Director
Far Northern Regional Center
P.O. Box 492418
Redding, CA 96049-2418

Delivery: Executive Director
Far Northern Regional Center
1900 Churn Creek Road, Suite 319
Redding, CA 96002

B. Employer to Union.

Notices by the Employer to the Union shall be mailed or delivered to the following address:

Field Representative-FNRC Chapter
Service Employees International Union,
Local 1021
5450 Power Inn Road Suite F
Sacramento, CA 95820

C. Changes.

Any change in the addresses shown in Sections A or B of this Article shall be provided to the other party within seven calendar days.

ARTICLE XLI – MUTUAL RESPECT

The Employer and the Union agree that mutual respect between managers, employees, co-workers, and supervisors is integral to the efficient conduct of the Employer's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Any alleged violation of this Article is subject to Steps 1-2 of the Grievance Procedure, but shall not be subject to Step 4 – binding arbitration.

ARTICLE XLI - TERM

A. Effective Dates.

This Agreement shall become effective on November 1, 2018 and shall continue through midnight, October 31, 2021. It shall automatically be renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at

least ninety but not more than one-hundred twenty calendar days prior to October 31, 2021, or any October 31st thereafter if it is automatically renewed, in which event this Agreement shall remain in effect during negotiations and until ten calendar days' advance written notice by either party of its termination, but such notice may not be given sooner than ten calendar days before the expiration date.

B. Funding Contingency.

In the event that the State of California or any other funding agency does not provide monies sufficient to fund the economic provisions of this Agreement or in the event that the contract between the Employer and the State of California is terminated, the Employer shall have the right, upon thirty calendar days' prior written notice to the Union, to reopen this Agreement for the purpose of renegotiating said economic provisions. The Employer's right to reopen this Agreement as provided in this paragraph shall be in addition to any other rights provided for in this Agreement. If the parties are unable to reach agreement as to revised economic terms within sixty calendar days next following the service of notice referred to herein, this Agreement shall be deemed terminated.

C. Effect of Termination.

Upon termination of this Agreement, whether by expiration of its term or otherwise, all rights and obligations of the Employer, Union and employees under this Agreement shall cease.

This Agreement is executed this _____ day of April, 2019, at

_____ California.

FAR NORTHERN COORDINATING
COUNCIL ON DEVELOPMENTAL
DISABILITIES d/b/a FAR NORTHERN
REGIONAL CENTER

By: _____
Laura Larson, Executive Director

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 1021

By: _____
John Stead-Mendez
Executive Director

By: _____
Bill Petrone, Regional Director

By: _____
Dana Sutter

By: _____
Patricia Springer

By: _____
Jacquie Williams

By: _____
Geneva Haines-Carmickle

By: _____
Sheila Hall

By: _____
Glen Sharp
Field Representative

APPENDIX A

Bargaining Unit Classifications - Professional Employees

Deflection Crisis Service Coordinator

Developmental Center Specialist

Diversity and Inclusion Specialist

Employment Services Specialist

Intake Specialist

Nurse/Health Program Administrator

Psychologist

Public Information Officer

Resource Development and Quality Assurance Specialist

Risk Assessment Specialist

Senior Intake Specialist

Senior Service Coordinator

Service Coordinator

APPENDIX B

Bargaining Unit Classifications - Non-Professional Employees

Accounting Assistant

Accounting Technician

Administrative Assistant

Data Coordinator

Office Assistant

Purchasing Agent/Property Custodian

Senior Accounting Assistant

Senior Office Assistant